

Attn: Shirley T. Wooten

Here is TLC Solutions quote for work done at the DGRC on Hill Air Force Base.

There are 33 pages in all.

If there are any questions, please call

Tammy Loertscher

801-776-2657

801-628-8748 cell

Thank you

Date: 2 January 2004

To: Anniston Army Depot
Directorate of Contracting
Attn: Shirley T. Wooten

Subject: Quote for Computer Support to DGRC located at Hill Air Force Base Utah
Solicitation Number: W911KF-04-Q-0048
Offer Due Date: 04:30 PM 06 JAN 2004

1. In response to your Statement of Work and request for quote to provide Hardware/Software/Networking support for DGRC (Dated 15 Dec 03), we respectfully present the following.
2. TLC Solutions has been the contractor for the DGRC for the past two years. We would be pleased to continue our services for the upcoming year or years. Our quote is provided for your consideration and we would be happy to continue to provide service to DGRC.
3. In reference to Page 5 Item 0001 – This offer will provide on-call support within the specified hours of 6:15 a.m. to 4:45 p.m., Mon – Thur., Government Holidays excluded. We will make every effort to respond within 2-4 hours of the initial trouble call. The basic charge for this standby support would be \$4800 per year (payable before the contract begins) and include three hours of Telephone support per month. Calls that require and on-site visit would be billed at the rate of **\$65** per hour (excluding Hardware/Software costs). Telephone support over the three hours per month threshold will be billed at the rate of \$30 per hour. All charges over the basic \$400 per month and three hours phone support per month will be billed monthly in 1/4-hour increments.
4. In reference to Page 5 Item 0002 – This offer will provide on-call support within the specified hours of 6:15 a.m. to 4:45 p.m., Mon – Thur., Government Holidays excluded. We will make every effort to respond within 2-4 hours of the initial trouble call. The basic charge for this standby support would be \$4800 per year (payable at the beginning of the contract year) and include three hours of Telephone support per month. Calls that require and on-site visit would be billed at the rate of **\$65** per hour (excluding Hardware/Software costs). Telephone support over the three hours per month threshold will be billed at the rate of \$30 per hour. All charges over the basic \$400 per month and three hours phone support per month will be billed monthly in 1/4-hour increments.
5. In reference to Page 6 Item 0003 – This offer will provide on-call support within the specified hours of 6:15 a.m. to 4:45 p.m., Mon – Thur., Government Holidays excluded. We will make every effort to respond within 2-4 hours of the initial trouble call. The basic charge for this standby support would be \$4800 per year (payable at the beginning of the contract year) and include three hours of Telephone support per month. Calls that require and on-site visit would be billed at the rate of **\$68** per hour (excluding Hardware/Software costs). Telephone support over the three hours per month threshold will be billed at the rate of \$30 per hour. All charges over the basic \$400 per month and three hours phone support per month will be billed monthly in 1/4-hour increments.

6. In reference to Page 6 Item 0004 – This offer will provide on-call support within the specified hours of 6:15 a.m. to 4:45 p.m., Mon – Thur., Government Holidays excluded. We will make every effort to respond within 2-4 hours of the initial trouble call. The basic charge for this standby support would be \$4800 per year (payable at the beginning of the contract year) and include three hours of Telephone support per month. Calls that require an on-site visit would be billed at the rate of \$68 per hour (excluding Hardware/Software costs). Telephone support over the three hours per month threshold will be billed at the rate of \$30 per hour. All charges over the basic \$400 per month and three hours phone support per month will be billed monthly in 1/4-hour increments.

7. In reference to Page 7 Item 0005 – This offer will provide on-call support within the specified hours of 6:15 a.m. to 4:45 p.m., Mon – Thur., Government Holidays excluded. We will make every effort to respond within 2-4 hours of the initial trouble call. The basic charge for this standby support would be \$4800 per year (payable at the beginning of the contract year) and include three hours of Telephone support per month. Calls that require an on-site visit would be billed at the rate of \$70 per hour (excluding Hardware/Software costs). Telephone support over the three hours per month threshold will be billed at the rate of \$30 per hour. All charges over the basic \$400 per month and three hours phone support per month will be billed monthly in 1/4-hour increments.

8. Any hardware/software costs incurred as a result of a trouble call will also be billed monthly to DGRC or their designated representative. The charge for Hardware/Software in support of the trouble calls will be billed at the local area reasonable wholesale rate. If the DGRC has or would like to setup a local account with a computer wholesale outlet, TLC Solutions would then obtain necessary Hardware/Software from that Vendor and put it on DGRC's account.

9. Costs, such as shipping/travel, to repair proprietary items that require the item be taken or shipped to an authorized repair facility will be borne by DGRC and will be included on the monthly invoice. TLC Solutions will not be responsible for the time it takes to repair and ship such items since they are beyond our control.

10. One invoice per month (for both labor and/or Hardware/Software costs) will be submitted monthly at the end-of-month, to the appropriate agency, and will be due "net in 25 days" from the date the invoice is submitted. Govt. IMPAC cards would be preferred since TLC Solutions is setup to handle IMPAC cards. Any invoices not paid within the required time frame would incur a 2.5% or \$20 late charge whichever is greater. This late charge would be included on the next monthly invoice.

11. The initial amount of \$4800 would have to be paid before each contract period begins. This amount is based on page 3 of the solicitation stating that the contract period would be for one year with 4 option years.

12. TLC Solutions will provide a maximum of one desktop computer as a replacement computer to replace any computer that is down for more than one week. This computer will be at least a Celeron 400mhz with 256 MB RAM and a 13 GB Hard Disk. The computer will also include, only if necessary, a 17" monitor, and/or Mouse and Keyboard. The computer will be network ready and have Windows 2000 and Microsoft Office 2000 installed. Should the replacement computer be broken while in service at DGRC, then DGRC will be billed for replacement parts cost but not labor charges to fix the "loaner".

13. TLC Solutions will keep a maintenance log and will enter all trouble calls into the log. The log will include the following: Date and time call is received; Time contractor arrives on-site; Number of hours spent on-site; Problem reported; Problem found; Hardware and/or Software necessary to fix the problem; Date computer was removed from facility if required; Date computer was returned to facility if required; Date time and length of call if telephone support is requested. This information will be kept current and accurate. This information will be made available to DGRC upon request.

14. Telephone support for necessary Long Distance calls in support of this contract must be provided by DGRC and will only be placed from a phone, on-site, at DGRC.

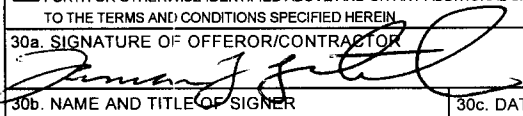
15. TLC Solutions will not be responsible for data on equipment being repaired. Proper and effective backup and restore is the responsibility of the Govt. We will, when requested, provide assistance in this area but will not be responsible for lost data. Work of this nature will be billed at the normal rate.

16. TLC Solutions cannot be responsible for things beyond our control. Such things may include but not be limited to: Closure of Base Gates or Freeways; Non availability of parts; Power failures that prohibit work; prohibited access to equipment for whatever reason etc.

17. TLC Solutions is a sole proprietorship and request that the Worker's Compensation on page 24 be removed from the contract, as it is not required. TLC Solutions also requests that the General Liability on page 24 be removed because of the short visits/month that this contract requires.

18. TLC Solutions will work with personnel to provide orderly, prioritized, support and work harmoniously with the DGRC personnel to resolve any problems that may arise. We are a small company with small overhead and feel that this results in the best service at the lowest cost to the Govt. We will expand, when necessary, should DGRC's requirements increase. Over the past 6 years we have been providing quality PC software training to Hill Air Force Base. The quality of our work in providing this service has earned the confidence and respect of Hill Air Force Base managers. We are happy to say that we continue to enjoy that confidence and respect. TLC Solutions has also been in the PC Hardware business for two years, while the owner Tamara Loertscher has been in the hardware business for seven years in the Northern Utah area. We look forward to working with the Army and DGRC personnel. If you have any questions, please feel free to call me at (801) 776-2657, or e-mail me at tlc@xmission.com.

Tammy Loertscher
TLC Solutions
1638 S 1100 W
Syracuse UT 84075
Home (801) 776-2657
Cell (801) 979-1682

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER AF520032750001		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KF-04-Q-0048	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHIRLEY T. WOOTEN		b. TELEPHONE NUMBER (No Collect Calls) 256 235-4121		6. SOLICITATION ISSUE DATE 15-Dec-2003	
9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4195 TEL: FAX: 256 235-4618		CODE W911KF		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: \$21M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DGRG TONI TAYLOR WORK TO BE PERFORMED AT HILL AIR FORCE BASE HILL AIR FORCE BASE UT 84056 TEL: FAX:		CODE W909H2		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TLC Solutions Tamara Loertscher 1638 S. 1100 W. Syracuse, UT 84075 TEL. 801-776-2657		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT 65.00 / hr by month	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
						39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

NOTES

SPECIAL NOTE TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.

NOTE 1: It is your responsibility to furnish all information requested. We will not confirm information by telephone. If you do not fully respond (such as price, delivery date) to the Request for Quotation, you will be determined non-responsive.

NOTE 2: The NAICS Code for this requirement is 421490 and the business size is 100 employees.

NOTE 3: Vendor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration Program before an award will be issued. COMPLETE THE FOLLOWING INFORMATION AND RETURN

Accept Visa: ☒ yes ☐ No

If No: EFT Address: _____

Federal Tax Identification No.: 528-45-4899

Dun & Bradstreet Number: 133215264

Cage Code: 1WR90

Registered in Central Contractor Registration: ☒ Yes ☐ No

Fax # _____

Vendor POC & Phone Number: Tamara Lockscher
801-776-2657 801-628-8748 (cell)

NOTE 4: ALL RESPONSE MUST BE ELECTRONIC – EMAIL wootens@anad.army.mil or FAX TO 256-235-6353.

**STATEMENT OF WORK
PERSONNEL COMPUTER MAINTENANCE****10/1/03**

1.0 INTRODUCTION. Non-Personal Services for On-going maintenance and operations of personnel computers and software maintenance of ADPE equipment located at DGRC, 6233 Aspen Ave, Bldg 1701, Hill AF Base Utah.

1.1 OBJECTIVES. Contractor personnel shall take on-going trouble calls and be working at DGRC on an on-call basis to provide technical support in the setup, configuration, diagnostic troubleshooting and installation operation of microcomputers and lap tops related to software, peripheral equipment, and networks for DGRC. Contractor will provide "Land Systems Administration" (LAN) services for assigned multi-user and stand alone computer systems. Support will be provided for two domains; Hill AF Base and Anniston Army Depot.

1.2 HARDWARE/SOFTWARE ENVIRONMENT. Contractor shall be responsible for hardware maintenance from building server to end users and responsible for operational coordination with Hill AF Base.

Note: Hill AF Base is responsible for hardware maintenance into the building server.

Hardware includes, but is not limited to: Dell PC (15-30 Each), lap tops (6-10 Each), Digital Sender (1 Each), System printers (1-5 Each), Hand Held (1-6)

Software includes, but is not limited to: Microsoft Windows, Microsoft Office Suite, Form Flow, Auto Cad, Hummingbird, Paradox, Quantum Locomotive Tracking, ZTR BOA electrical systems, LSS locomotive maintenance software and CITRIX Human Resources program.

2. TECHNICAL SERVICES REQUIRED

Provide LAN administration, technical guidance, setup, configuration, troubleshooting and installation to support operation of microcomputers and peripherals. Supporting approximately 12 stationary office desks as well as approximately 6-20 technical personnel with rotating lap tops and hand held computers.

Communicate with a wide range of personnel within the DGRC complex. Personnel must have a general knowledge of computer capabilities and possess communication skills to interact with agency personnel in obtaining or providing information regarding the operation of automation hardware/software. Personnel are required to provide appropriate computer consultant/analyst solutions for problems brought to their attention. Intrinsic in the requirement is the requirement to prioritize this work in order to serve the customers needs and assure that the least amount of downtime is experienced by the mission organizations.

Enter all customer service requests into the maintenance log and assure the log is current and accurate. The log will include such activities performed on each specific personal computer including software loaded, replacement parts, or any maintenance activity as well as visits where workload cannot be accomplished due to lack of parts, software, or operator unavailability. Current log shall be provided with monthly billing invoice. Conduct reviews of completed customer service requests and track uncompleted customer service requests.

Contractor will provide assistance to include installation and diagnostic troubleshooting.

Contractor is expected to apply current state-of-the-art concepts and methods in the accomplishment of this task order.

If a computer must be removed from DGRC location for more than 1 week for repairs, the contractor will provide a replacement. Replacement PC shall have similar operating systems and be setup to operate on the appropriate LAN. Time frame of contract is one year from contract award with 4 option years.

3. REQUIRED SUPPORT. The contractor personnel will provide support to all DGRC microcomputer users. Contractor personnel are expected to and must be capable of performing the following functions to provide needed support:

Contractor shall be responsible to insure support is available within 4-6 hours after initial request during normal duties hours (0615-1645 Monday thru Thursday). Contractor place of business must be within a 30 mile radius of Hill AF Base for on-going support. The approximate average number of calls per month will be 5-10.

Provide technical expertise in microcomputer software. Provide guidance in peripherals support including printers and communications devices.

Identify latent system problems and insure their resolution. Evaluate and identify any hardware or software needed to complete requirements.

4. EXPERTISE Contractor is responsible for providing personnel with expertise in the following areas:

ADP/Telecommunication Skills The contractor must have a working knowledge of the hardware and software described herein, and be totally familiar with the host operating system. The contractor must be familiar with the methods used to link/network microcomputers together using a host computer.

5. TRANSPORTATION. Contractor is responsible shall provide their own transportation methods.

6. POINT OF CONTACT. DGRC Representative:

Toni L. Taylor (801) 777-4961
Ch, Industrial Management Branch
Building 1701, 6233 Aspen Ave
Hill AF Base, UT 84056

7. HOURS OF WORK. The contractor will provide coverage on a "On Call" basis at the specified government site during the hours of 0615 to 1645 Monday through Thursday. Fridays are non-working days. Government holidays will be observed. The contractor will be required to respond within 4-6 hours of initial trouble call.

8. PERIOD OF PERFORMANCE. Base year from date of award (proposed 9 Feb 04) for a 1 year time frame. Subsequent option years shall follow.

9. SECURITY. The policy of the Commander of Anniston Army Depot and Hill Air Force Base is in order to have the privilege of unescorted entry to DGRC on a recurring basis, an individual must have a favorable National Agency check (NAC) with inquiries, or comparable clearance.

Any records and data information the contractor may have access to may be sensitive. The contractor will not divulge any information about files, data, processing activities or functions, user ID's, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information.

The contractor will observe and comply with the security provisions in effect at the facility.

Any required identification badges will be available at all times.

Secret Security clearances are required for contractor personnel who have access to classified material. This is in compliance with Anniston Army Depot regulations in effect during the life of the contract.

10. PRIVACY ACT. The provisions of the Privacy Act of 1974 protect information included in this task; therefore, all personnel assigned to this task will take the proper precautions to protect the information from disclosure.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FSC 999 FFP FFP - NON -PERSONAL SERVICE FOR COMPUTER AND SOFTWARE MAINTENANCE PER ATTACHED STATEMENT OF WORK. EQUIPMENT LOCATED AT DGRC, HILL AIR FORCE BASE, UT FOR BASE YEAR PERIOD 01 FEB 04 THRU 31 JAN 05 OR 12 MONTHS AFTER AWARD. PURCHASE REQUEST NUMBER: AF520032750001	1	Each		

see item # 3

\$4800.00 on-call / 12 months - paid at the first of contract
Service \$65.00 / hour
Phone Support \$30.00 / hr
after 3 hrs.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FSC 999 FFP FFP - NON -PERSONAL SERVICE FOR COMPUTER AND SOFTWARE MAINTENANCE PER ATTACHED STATEMENT OF WORK. EQUIPMENT LOCATED AT DGRC, HILL AIR FORCE BASE, UT FOR FIRST OPTION YEAR PERIOD 01 FEB 05 THRU 31 JAN 06 OR 12 MONTHS AFTER AWARD.	1	Each		

see item # 4

\$4800.00 on-call / 12 months - paid up front
Service \$65.00 / hour
Phone Support \$30.00 / hr after 3 hrs.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
OPTION	FSC 999				

FFP

FFP - NON -PERSONAL SERVICE FOR COMPUTER AND SOFTWARE

MAINTENANCE PER ATTACHED STATEMENT OF WORK. EQUIPMENT

LOCATED AT DGRC, HILL AIR FORCE BASE, UT FOR SECOND OPTION YEAR

PERIOD 01 FEB 06 THRU 31 JAN 07 OR 12 MONTHS AFTER AWARD.

*See item #5**\$4800.00 on-call / 12 months
- paid up front**Service Calls \$68.00 / hour*

NET AMT

*Phone Support**\$30.00 / hr**after 3 hrs.*

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
OPTION	FSC 999				

FFP

FFP - NON -PERSONAL SERVICE FOR COMPUTER AND SOFTWARE

MAINTENANCE PER ATTACHED STATEMENT OF WORK. EQUIPMENT

LOCATED AT DGRC, HILL AIR FORCE BASE, UT FOR THIRD OPTION YEAR

PERIOD 01 FEB 07 THRU 31 JAN 08 OR 12 MONTHS AFTER AWARD.

*See item #6**\$4800.00 on-call / 12 months
- paid up front**Service Calls \$68.00 / hr*

NET AMT

*Phone Support \$30.00 / hr**after 3 hrs*

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		

OPTION

FSC 999

FFP

FFP - NON -PERSONAL SERVICE FOR COMPUTER AND SOFTWARE

MAINTENANCE PER ATTACHED STATEMENT OF WORK. EQUIPMENT

LOCATED AT DGRC, HILL AIR FORCE BASE, UT FOR FOURTH AND FINAL

OPTION YEAR PERIOD 01 FEB 08 THRU 31 JAN 09 OR 12 MONTHS AFTER

AWARD.

See item # 7

NET AMT

*\$1,800.00 on-call / 12 months
paid up front
Service Call \$70.00/hr
Phone Support \$30/hr
after 3 hrs.*

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004	Alternate A -- Central Contractor Registration	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.000-4702 AMC-LEVEL PROTEST PROGRAM (OCT 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel

ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at: http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in digitized format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using email (only to acqnet@anad.army.mil) or fax your offer to our fax modem at telephone number 256 235-4618. Offers submitted using any other means will not be accepted. If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for opening or closing of the solicitation.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☒ TIN: 528-45-4899

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☒ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☒) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☒ 50 or fewer ☒ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, (☒) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, (☒) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, (~~✓~~) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, (~~✓~~) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, (~~✓~~) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, (~~✓~~) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, (~~✓~~) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (~~✓~~) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state anti-trust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

NA___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA___ (ii) Alternate I (MAR 1999) to 52.219-5.

NA___ (iii) Alternate II to (JUNE 2003) 52.219-5.

NA___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA___ (ii) Alternate I (OCT 1995) of 52.219-6.

NA___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA___ (ii) Alternate I (OCT 1995) of 52.219-7.

NA___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

NA___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA___ (ii) Alternate I (OCT 2001) of 52.219-9.

NA___ (iii) Alternate II (OCT 2001) of 52.219-9.

NA___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA___ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

NA___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

NA___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

NA___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

NA___ (ii) Alternate I (MAY 2002) of 52.225-3.

NA___ (iii) Alternate II (MAY 2002) of 52.225-3.

NA___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

_NA___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_XX___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_NA___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

XX___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___NA_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

XX___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

NA___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

NA___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30.
(End of clause)

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

~~XX~~ ☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ NA ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

NA 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

NA 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

NA 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

NA 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

NA 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

NA 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

NA 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

NA 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

NA 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

52.0000-4408a INSTALLATION SECURITY FOR DGRC

The DGRC-Hill AFB is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on DGRC-Hill AFB. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause) November 2003

52.000-4905a RECEIVING HOURS—DEFENSE NTG RAIL EQUIPMENT CENTER (DGRC)

a. Receiving hours for deliveries to Building 1701 at Hill Air Force Base:

DAYS PER WEEK	HOURS
Monday – Thursday	6:30 a.m. – 4:30 p.m.

b. DGRC will be closed Fridays, Saturdays, Sundays, and Federal Holidays.

c. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.

d. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.

(End of clause)